



Kurt E. Floren

Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

**Department of
Agricultural Commissioner/
Weights and Measures**

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

September 21, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT WITH THE CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS,
TO PROVIDE PEST CONTROL SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4) (3 VOTES)**

SUBJECT

This recommended action will allow the Department of Agricultural Commissioner Weights and Measures (ACWM) to enter into an agreement with the City of Los Angeles, Department of Airports to provide specialized pest control services at no net County cost.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Agricultural Commissioner/Director of Weights and Measures to execute an agreement (Exhibit 1) with the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), in the amount of \$108,000 for the period of July 1, 2010, through June 30, 2013, at no net County cost, for pest control services on property owned or managed by LAWA, including Los Angeles and Van Nuys airports.
2. Authorize the Commissioner/Director to execute amendments to the agreement which increase the agreement's maximum obligation by 25 percent of the original amount or extend the term for a period up to three years beyond the original expiration date, subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAWA has requested assistance from ACWM for certain specialized pest control services including control of rodents, nuisance wildlife and feral bee colonies. For many years, ACWM has provided similar services to a wide range of Los Angeles County agencies, cities, residents and others.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal No. 3 (Community and Municipal Services): Control of burrowing rodents helps prevent damage to roads, sidewalks, culverts, landscaping and other infrastructure.
- Goal No. 5 (Public Safety): Control of burrowing rodents helps reduce the spread of disease as well as exposure from personal injury accidents caused by underground tunnels which collapse underfoot. Aggressive feral bee colonies are a hazard to the health and safety of travelers, airport employees and others.

FISCAL IMPACT/FINANCING

This agreement is 100 percent revenue offset. LAWA will reimburse ACWM for its cost for providing the as-needed services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is within the scope of the mission of ACWM to help prevent the establishment and reduce the spread of harmful pests.

The agreement has been approved as to form by County Counsel. The special indemnification in the agreement has been reviewed and approved by the CEO Risk Management Branch.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ACWM has sufficient staff and equipment to perform the services. The recommended Board action will not impact the current levels of service.

The Honorable Board of Supervisors

9/21/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Floren', with a long horizontal stroke extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and
Measures

KEF:RKI:RBS:mm

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

AGREEMENTPEST CONTROL

THIS AGREEMENT, dated for purposes of reference only, AUGUST //, 2010, is made by and between the COUNTY OF LOS ANGELES, ("County") and the City of Los Angeles Department of Airports ("City").

RECITALS:

WHEREAS, such contracts are authorized and provided for the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51301 of the Government Code; and,

WHEREAS, the City is desirous of contracting with the County for the performance of pest control services, acting through its Agricultural Commissioner/Director of Weights and Measures; and,

WHEREAS, the County is agreeable to rendering such pest control services on the terms and conditions set forth below.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. County Obligations.

(a) The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide pest control services in accordance with the provisions of Section 25842 of the Government Code and Section 5405 of the Food and Agricultural Code when requested to do so by City.

(b) Such services shall encompass the pest control duties including control and destruction of pests of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of said County and the statutes of the State of California.

1 (c) The level of service shall be that same basic level of pest control service
2 that is and shall be hereinafter during the term of this agreement provided
3 for unincorporated areas of the County of Los Angeles by said Agricultural
4 Commissioner/Director of Weights and Measures.

5
6 (d) The rendition of such services, the standard of performance, and other
7 matters incidental to the performance of such services, and the control of
8 personnel so employed shall remain in the County.

9
10 (e) For the purpose of performing said functions, County shall furnish and
11 supply all necessary labor, supervision, equipment, and supplies necessary
12 to maintain the level of service to be rendered hereunder.

13
14 (f) The County hereby agrees to engage in the control and destruction of:

15 X Rodents (gr. squirrels, gophers, rats, mice)

16 X Other (bees, trapping of animals)

17
18 SECTION 2. City Obligations.

19 (a) To facilitate the performance of such functions, it is hereby agreed that
20 the County shall have full cooperation and assistance from the City council
21 and other City officers, agents and employees.

22
23 (b) All persons employed in the performance of such services and functions for
24 said City shall be County employees, and no City employee as such shall be
25 taken over by said County, and no person employed hereunder shall have any
26 City pension, civil service, or any status or right.

27
28 (c) For the purpose of performing such services and functions, and for the
29 purpose of giving official status to the performance thereof where
30 necessary, every County officer and employee engaged in the performance of
31 any service hereunder shall be deemed to be an officer or employee of said
32

1 City while performing services for said City, which services are within the
2 scope of this agreement and are purely municipal functions.

3
4 (d) City shall not be called upon to assume any liability for the direct payment
5 of any salaries, wages, or other compensation to any County personnel
6 performing services hereunder for said County, or any liability other than
7 that provided for in this agreement.

8
9 Except as herein otherwise specified, the City shall not be liable for
10 compensation or indemnity to any County employee for injury or sickness arising
11 out of his or her employment.

12
13 (e) In consideration of said services, City agrees to pay the County for actual
14 costs for services, labor, and materials in the performance of the work in
15 accordance with the rates and provisions listed in Exhibit A of this
16 agreement, which is incorporated by reference into this Agreement.

17
18 (f) City consents to the County's use, upon lands owned, leased or otherwise
19 controlled by City, to the use of pesticides and devices listed in
20 Exhibit A of this agreement.

21
22 (g) City has been informed of the methods and the manner in which the control
23 materials will be used and of the hazards and dangers involved to persons,
24 domestic animals and vegetation in treated areas.

25
26 SECTION 3. Assumption of Liability Agreement.

27 City agrees to indemnify, defend, and hold harmless County, its employees
28 and authorized representatives against any and all liability, expense,
29 including defense costs and legal fees, and claims for damages of any nature
30 arising from injury to or death of persons, including City Employees,
31 officials and agents, or domestic animals, or property damage which may
32 result from performance of the work hereunder, except where such injury,

death or damage results from negligence on the part of County, its employees, or representatives in such performance.

SECTION 4. Contract Sum.

The maximum obligation under the terms of this contract is \$108,000.

SECTION 5. Termination.

(a) Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2010 and shall extend to June 30, 2013. With the mutual written consent of the both parties, this agreement may be renewed for a period not to exceed three years.

(b) Either party may terminate this agreement upon ten (10) days written notice to the other party.

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

City of Los Angeles
DEPARTMENT OF AIRPORTS

SIGNED: _____

Print Name: _____

DATE: _____

12300 Lower Azusa Road
Arcadia, CA 91006
(626) 575-5462

Billing Address:
P.O. BOX 92882
Los Angeles, CA 90009
Phone No.
(310) 646-4278

Approved as to Form:

Andrea Sheridan Ordin
County Counsel

Deputy

WORK TO BE DONE AS REQUESTED.

TOTAL NOT TO EXCEED \$108,000

PAYMENT TO BE RECEIVED UPON MONTHLY BILLING, IF SERVICES WERE RENDERED.

ONLY THOSE MATERIALS APPLICABLE TO THIS AGREEMENT WILL BE UTILIZED.

THESE RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Labor:

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|--------------------------------------|------------|
| Agric/Wts & Meas Inspector III | \$85.87 HR |
| Agricultural Chemical Sprayer | \$75.67 HR |
| Pest Control Worker | \$56.62 HR |
| Spray Rig Vehicle | \$12.41 HR |
| Warehouse Worker II | \$60.73 HR |

Materials:

| | |
|--|------------|
| Wilco Gopher Bait-.5% Strychnine | \$0.32 oz |
| Wilco Gopher Bait-.1.8% Strychnine | \$1.06 oz |
| Delta Dust | \$9.16 lb |
| Diphacinone Rodent bait (.01%) | \$1.38 lb |
| Diphacinone Rodent bait (.005%) | \$1.29 lb |
| Gas Cartridge | \$1.95 ea |
| ZP Rodent Bait | \$2.32 lb |
| Eaton Bait Blocks | \$1.95 lb |
| Fumitoxin Tablets | \$0.10 ea |
| Glue Boards (for mice) | \$1.39 pkg |
| Maki Blocks | \$3.59 lb |
| Maki Pellets | \$3.34 lb |
| Maki Place Packs | \$0.37 pkg |
| Trapper Glue Board 4-rats | \$1.30 ea |
| Astro insecticide | \$0.86 oz |
| Bee Catcher Trap | \$6.82 oz |
| Knox-Out | \$0.50 oz |
| M-Pede (insecticide) | \$0.17 oz |

| | | |
|---|-------------------------|-------------|
| 1 | Merit 75 WSP | \$25.11 pkt |
| 2 | Wasp Freeze (can) | \$7.04 can |
| 3 | Corn Scratch | \$0.29 lb |

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